

04/18/00

05-10-2000

FORM PTO-1594  
(Rev. 6-93)

RECORDATION FOI  
TRADEMAF



MENT OF COMMERCE  
t and Trademark Office

To the Honorable Commissioner of Patents and Trademarks  
thereof.

101352553

Documents or copy

APR 18 AM 9:06

1. Name of conveying party(ies): OPR/FINANCE

The Blazie Engineering Master Limited Partnership

- Individual(s)       Association
  - General Partnership     Limited Partnership
  - Corporation-State -
  - Other \_\_\_\_\_
- Additional name(s) of conveying party(ies) attached?  Yes  
 No

3. Nature of conveyance:

- Assignment     Merger
- Security Agreement     Change of Name
- Other \_\_\_\_\_

Execution Date: April 10, 2000

2. Name and address of receiving party(ies):

Name: Freedom Scientific Inc.

Internal Address: \_\_\_\_\_

Street Address: 2131 Palomar Airport Road, Suite 200

City: Carlsbad      State: CA      ZIP 92009

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic  
representative designation is attached:  
 Yes     No

(Designation must be a separate document from Assignment).  
Additional name(s) & address(es) attached?  Yes     No

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,866,249

See Attached Schedule of Trademarks

Additional numbers attached?     Yes     No

5. Name and address of party to whom correspondence  
concerning document should be mailed:

Name: Maricel Mojares-Moore, Cooley Godward LLP

Internal Address: 20th Floor

Street Address: One Maritime Plaza

City: San Francisco      State: CA      ZIP 94111-3580

6. Total number of applications and registration  
involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:  
03-3118

(Attach duplicate copy of this page if paying by  
deposit account)

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(40.00 DP)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Maricel Mojares-Moore

4-18-00

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

## TRADEMARK ASSIGNMENT

**WHEREAS, THE BLAZIE ENGINEERING MASTER LIMITED PARTNERSHIP**, having a business address of 105 E. Jarrettsville Road, Forest Hill, Maryland, 21050, (hereinafter referred to as "Assignor") owns the entire right, title and interest in and to the U.S. and foreign trademarks, trademark applications and trademark registrations (hereinafter collectively referred to as "Trademark") listed on the attached Schedule A; and

**WHEREAS, FREEDOM SCIENTIFIC INC.**, a Delaware corporation, having offices at 2131 Palomar Airport Road, Suite 200, Carlsbad, CA 92009 (hereinafter referred to as "Assignee"), desires to acquire the entire right, title and interest in and to the said Trademarks as successor to the business of Assignor which business is ongoing and existing.

**NOW THEREFORE**, for the consideration provided for in, and pursuant to that certain Asset Purchase Agreement among the Assignor, the Assignee and certain other individuals and entities dated February 25, 2000, as amended and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto said Assignee, its successors, assigns and legal representatives, the full and exclusive right, title and interest in and to said Trademarks which may be granted therefor throughout the world, and renewals thereof, including without limitation all common law rights throughout the world; together with all goodwill associated therewith and all claims, causes of action and damages recoverable for past infringement, if any, of said Trademarks (subject to offsets for legal fees and expenses incurred by Assignor prior to the date of this assignment), and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all registrations of Trademarks, insofar as Assignor's interest is concerned, to the said Assignee of Assignor's entire right, title and interest.

Assignor also hereby sells and assigns to Assignee, its successors, assigns and legal representatives the right to file applications and obtain trademarks in its own name throughout the world including all rights of priority, all rights to publish cautionary notices reserving ownership of said marks and all rights to register said marks in appropriate registries; and Assignor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee, its successors, assigns and legal representatives.

Assignor hereby further agrees that Assignor will communicate to said Assignee, or to its successors, assigns and legal representatives, any facts known to Assignor respecting any changes in use, and, at the expense of said Assignee, will testify in any legal proceedings, sign all lawful papers, execute all renewal applications, make all lawful oaths, and generally do everything possible to vest title in said Assignee and to aid said Assignee, its successors, assigns and legal representatives in obtaining and enforcing proper protection for said marks in such countries as Assignee may elect.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed effective  
April 16, 2000.

**BLAZIE ENGINEERING MASTER LIMITED  
PARTNERSHIP**

By: Deane B. Alay

Title: President, Corporate General partner

SCHEDULE A  
(Trademark Assignment by Blazie Engineering, Inc.)

<u>TITLE</u>	<u>COUNTRY</u>	<u>REGISTRATION INFORMATION</u>
SCREEN POWER	U.S.	Reg. No. 1,866,249
SCREEN POWER	United Kingdom	Reg. No. 1536154
SCREEN POWER	Sweden	Reg. No. 93-04757
SCREEN POWER	Netherlands	Application No. 797805
SCREEN POWER	Japan	Application in process
SCREEN POWER	Germany	Reg. No. 2064685
SCREEN POWER	France	Reg. No. 93/469.041
SCREEN POWER	Canada	Application No. 729359
SCREEN POWER	Australia	Application No. 602592